

dispossess the occupants, of their own accord, or at the desire or suggestion of the person named *Graves*, who was living in Pittsburgh, (which is uncertain upon the evidence,) they acted with a view to some pecuniary advantage to themselves, and probably with the hope that after they should establish the legal title of the heir by a final judgment in a court of justice, they would be able to make a purchase from him upon easy terms.

1862.

Henderson
v.
Graves.

What they did in the end leads to this conclusion, for each of these defendants is found to have taken a conveyance of one of the lots to his own use, and the fact that they received the mortgages which were taken upon other portions of the land which were sold to purchasers by *James Graves*, as if he were the owner, contributes to strengthen this impression. We see how this act is accounted for, or attempted to be accounted for, in the evidence.

What an attorney may or may not be justified in doing in the way of dealing with a client in the subject matter that had been in controversy, after the controversy is ended, is discussed in the case of *Oldham v. Hand*. (a)

Judgment.

But this case before us is founded wholly on the idea of a breach of confidence reposed in Messrs. *Smith & Henderson* by *George Graves*. In the cases of *Fox v. Mackreth*, (b) *Osmond v. Fitzroy*, (c) *Carter v. Palmer*, (d) and in numerous other cases, the reasons for holding the attorney strictly to the proper observance of the confidence reposed in him are fully explained in language which fails in its application to the present case, where there was no confidence reposed by this plaintiff, nor by any agent of his, in *Smith & Henderson*, nor any knowledge on his part of any thing that was done in his name, till every thing had been done that is now complained of. The only construction that can fairly be put

(a) 2 Ves. 259.

(c) 3 P. W. 129.

(b) 2 Br. C. C. 400.

(d) 1 D. & Wal. 722.